

THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. CONTEST DATES AND TIMES:

The Toys "R" Us Canada Top Toy Giveaway Contest (the "**Contest**") begins on October 3rd, 2024 at 12:01 a.m. eastern daylight time ("**EDT**") and ends on November 1st, 2024 at 11:59 p.m. EDT (the "**Contest Period**"). The Contest is sponsored by Toys "R" Us (Canada) Ltd. (the "**Sponsor**").

2. ELIGIBILITY TO ENTER:

To enter and be eligible to win, a person must be: a legal resident of Canada who: (i) has reached the legal age of majority in their province/territory of residence at the time of Entry; (ii) is a registered member of the R Club® program (a "**Registered R Club® Member**"); (iii) is not an employee, representative or agent (and those with whom such persons are living, whether related or not) of the Sponsor, its affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the "**Contest Parties**"); and (iv) must have properly completed and submitted an Entry (an "**Eligible Entrant**").

Becoming an R Club® member is free of charge. To become an R Club® member, sign up for a digital membership at toysrus.ca/rclub To become a Registered R Club® Member and be eligible to enter, register your R Club® membership by completing the online registration form available.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you acknowledge that you have read, shall comply with, and agree to be legally bound by these Official Contest Rules and Regulations (the "**Rules**") and the decisions of the Sponsor with respect to all aspects of the Contest, which are final and legally binding.

4. HOW TO ENTER:

To enter, go to www.toysrus.ca/events and follow the on-screen instructions to obtain the Official Contest Entry Form (the "**Entry Form**"). Fully complete the Entry Form with all required information, which includes a requirement to: (i) enter your full name, valid email address and telephone number; (ii) enter your registered R Club® member number; and (iii) signify your agreement that you have read

and agree to be legally bound by the terms and conditions of these Rules. Once you have fully completed the Entry Form with all required information and have agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form (an "**Entry**"). To be eligible, an Entry must be submitted by an Eligible Entrant and received in accordance with these Rules during the Contest Period (an "**Eligible Entry**"). All Eligible Entries submitted and received in accordance with these Rules during the Contest Period will be entered into the random prize draw.

No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. No purchase of any kind is required to become a Registered R Club® Member.

5. ENTRY LIMIT AND CONDITIONS:

There is a limit of one Entry per person per R Club® Member number. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple R Club® member accounts, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest, then such person may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, the Entry Form) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry (including, without limitation, the Entry Form) is not in compliance with these Rules (all as determined by the Sponsor in its sole and absolute discretion).

6. VERIFICATION:

All Entries, Entry Forms, R Club® memberships and Eligible Entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, R Club® membership and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute

discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

7. PARTICIPATION REQUIREMENTS:

BY PARTICIPATING IN THE CONTEST, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF); (II) PARTICIPATION IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each Eligible Entrant hereby warrants and represents that their Eligible Entry does not contain any reference to any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence; and will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

8. CONTEST PRIZE:

Consisting of a prize pack (the "Prize") that includes the following:

| Product Name | Retail Value |
|---|---------------------|
| Little Live Pets Mama Surprise Bunny | \$ 89.99 |
| Barbie Dreamhouse | \$ 199.94 |
| Nerf N Series Gear Up Pack, 3x Blasters | \$ 39.99 |
| Bluey Hammerbarn Shopping Center Playset | \$ 99.99 |
| Pac-Man Arcade Pinball | \$ 79.99 |
| Baby Annabell | \$ 79.99 |
| VTech Go! Go! Smart Wheels Checkered Flag Motorized Track Set | \$ 79.99 |
| MrBeast Lab Mutation Chamber | \$ 34.99 |
| Hot Wheels Monster Trucks Mega Wrex Alive | \$ 84.99 |

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| Lite-Brite Super Bright HD Pokemon/Hello Kitty | \$ 39.99 |
| Rainbloom Alpha Bead Design Station | \$ 44.99 |
| Lego Car Transporter Truck with Sports Car | \$ 129.99 |
| Fisher-Price Thomas & Friends My First Train Table | \$ 49.99 |
| LEGO Disney Stitch Buildable Kids' Toy Playset | \$ 89.99 |

The total approximate retail value of the Prize is CA\$1,144.81; retail prices may vary.

The winner assumes any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or the use or redemption of the Prize or any component thereof. The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). The Sponsor reserves the right to substitute the Prize in whole or in part in the event that all or any component of the Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including without limitation, a cash award; The Prize winner is solely responsible for all costs not expressly described herein, including but not limited to pick-up, transport, delivery, assembly, and installation of the Prize. The winner is prohibited from profiting from the sale of the Prize.

None of the Released Parties makes any representation, warranty condition or offer, express or implied, as to the functionality, suitability, quality, or fitness of the Prize awarded in connection with the Contest, including but not limited to quality, fitness for purpose, merchantability, safety requirements and standards, operability and defects. Portions of the Prize may not be suitable for all ages and may be subject to specific instructions, conditions, and limitations on the use of the Prize. To the fullest extent permitted by applicable law, a confirmed winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Prize fail to be fit for its purpose or is in any way unsatisfactory.

9. Odds of Winning

The odds of winning depend on the number of Eligible Entries received during the Contest Period.

10. WINNER SELECTION AND CONFIRMATION PROCESS

On November 2nd, 2024 (the "**Selection Date**") in Concord, Ontario at 2777 Langstaff Rd L4K 4M5 at approximately 10:00 a.m. ET, an Eligible Entry will be selected by random draw from among all Eligible Entries (the "**Selected Entry**", with the Eligible Entrant who submitted the Selected Entry being the "**Selected Entrant**"). A Selected Entrant will be deemed the winner if they meet all of the eligibility criteria set out in these Rules. Before being declared a winner, a Selected Entrant will be required to: (i) correctly answer the Sponsor's skill-testing question; (ii) sign and return the Sponsor's declaration of

eligibility and liability/publicity release form ("**Winner Release**"); and (iii) comply with all other Rules, all in the sole discretion of the Sponsor.

The Sponsor or its designated representative will make a minimum of two attempts to contact the Selected Entrant via telephone or email within five business days (for the purposes of this Contest, a "business day" means any day the banks are open in Toronto, Ontario) of the Selection Date. If a Selected Entrant cannot be contacted as outlined above, or if there is a return of any notification as undeliverable, a new Selected Entrant selected by random draw, in the sole and absolute discretion of the Sponsor (in which case the foregoing provisions of this section 10 shall also apply to such new Selected Entrant). The Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

IMPORTANT NOTE: The Sponsor shall require that a Selected Entrant sign and return the Winner Release before they can be declared the winner.

11. Release and Indemnification

By participating in the Contest and accepting a Prize, the winner hereby: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of their Entry or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of their name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

If a Selected Entrant: (a) fails to correctly answer the skill-testing question; (b) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion), then they will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate Selected Entrant for the Prize from among the remaining Eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

12. GENERAL CONDITIONS:

The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

If due to printing, production, online, internet, computer or other error of any kind: (i) more than one prize is distributed or awarded to more than one Selected Entrant, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right to conduct a random drawing from among all such Selected Entrants who were inadvertently awarded a prize to award the single Prize (as stated in these Rules). The Prize may not be awarded if the Sponsor becomes aware of such an error. In no event will the Sponsor be liable to award more than the one Prize, as provided in these Rules.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Form and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by the Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or

suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice, subject to the jurisdiction of the Régie des alcools, des courses et des jeux where the Contest is open to residents of the province of Québec. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Sponsor respects your right to privacy. By entering this Contest, each Eligible Entrant expressly consents to the Sponsor, its agents and/or representatives, collecting, storing, and using the personal information submitted in accordance with Sponsor's Privacy Policy, only for the purpose of (i) administering this Contest, and (ii) contacting and corresponding with such entrant for purposes of marketing promotions relating to the Sponsor's products and services over a twelve month period. Persons who do not wish to be contacted should not enter the Contest. The Sponsor's Privacy Policy can be found at <https://www.toysrus.ca/en/folder?cid=legal-privacy-policy>.

The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor: (i) for the purpose of verifying compliance with these Rules of any Eligible Entrant, Entry, Entry Form, R Club® membership or other information submitted by an Eligible Entrant; (ii) as a result of any technical or other problems; or (iii) in light of any other circumstance which, in the opinion of the Sponsor, in its sole and absolute discretion, affects the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. Where the Contest is open to residents of the province of Québec and there is any discrepancy or inconsistency between the English language version and the French language version of the Rules, the English version shall prevail,

govern and control. The parties hereto confirm their express wish that this agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté express que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.

To the fullest extent permitted by applicable law, this Contest, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, the Sponsor or any of the other the Released Parties in connection with the Contest shall be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules. Any related dispute shall be adjudicated by the courts sitting in Toronto, Ontario.

All intellectual property, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned, or used under license or with permission, by the Sponsor and/or its affiliates, as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its respective owner is strictly prohibited. Geoffrey, Toys "R" Us and R Club are trademarks of Toys "R" Us (Canada) Ltd.

13. For Residents Of Québec

Where the Contest is open to residents of the province of Québec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

14. Questions

Questions in relation to the Contest can be directed to www.toysrus.ca/en/contactus.